



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

June 29, 2011

CBCA 2402-TRAV

In the Matter of CAROLYN K. BROWN

Carolyn K. Brown, Cantonment, FL, Claimant.

Christopher G. Brown, Director, HR Compliance and Investigations Directorate, Civilian Personnel Management Service, Department of Defense, Arlington, VA, appearing for Department of Defense.

BORWICK, Board Judge.

Claimant, Ms. Carolyn K. Brown, an employee of the Department of Defense, Civilian Personnel Management Service, Investigations and Resolutions Division, seeks reimbursement of rental car expenses incurred during a temporary duty (TDY) trip to Atlanta, Georgia. Since claimant's use of the rental car was unauthorized, we conclude that claimant should only be reimbursed for her incurred rental car expense up to the constructive cost of commercial transportation between the hotel and airport and between the hotel and TDY site.

Background

The agency sent claimant on TDY to Atlanta, Georgia, for alternative dispute resolution training on March 16 and 17, 2011. She was authorized travel days on March 15 and 18 between Atlanta and her residence near her permanent duty station in Cantonment, Florida. The planned TDY travel and transportation arrangements soon became the subject of a heated dispute. Claimant's supervisor had arranged for a reduced group rate at a hotel, but claimant objected to staying there because, based on internet reviews, she considered the

hotel to be unclean and unsanitary. Claimant's supervisor had also authorized use of a rental car, provided claimant transported her other training partners, and provided that she stayed at the designated hotel. These conditions were communicated to claimant by e-mail messages and orally, although they were not stated in the authorization. Claimant, however, told her supervisor she would not stay at that hotel. The matter was escalated to the second-level supervisor, who advised claimant that claimant could stay at a comparably-priced hotel, but that if she stayed at a hotel other than the pre-arranged one, she could not use a rental car.

According to the agency, claimant submitted an authorization stating the \$72 hotel rate, without the rental car, which was approved. Claimant subsequently told her supervisor she had amended the authorization request to include the rental car. That authorization was also approved, because the supervisor thought that claimant would comply with the lodging and use restrictions imposed by the agency.

Relying on the authorization, claimant rented a car near the Atlanta Airport, and stayed at a hotel that was not the \$72 rate hotel designated by her supervisor or the comparably priced hotel allowed by her second level supervisor. The Government rate at claimant's chosen hotel was \$109 per night. The hotel is 5.96 miles from the training site and 21.5 miles from the Atlanta Airport. There are two restaurants within one mile of the hotel and the hotel provides courtesy vans for travel within five miles of the hotel. Breakfast is available at a buffet station at the hotel.

According to the rental car receipt in the record, claimant drove the car 121 miles during her three-day rental. She spent \$7.28 on gas. Claimant says that, despite multiple attempts, she could never arrange for group use of a rental car with her other training partners.

Upon claimant's return from the trip, claimant submitted her voucher requesting reimbursement for the hotel at \$109 per night rate, taxes, and the expenses of the rental car. Claimant's supervisor first blocked payment of the voucher, then realized that the reduced rate authorization had not been approved by proper authorities as required by Joint Travel Regulations (JTR) C4550-C to -D. Consequently, the agency relented on claimant's stay at the hotel and agreed to reimburse claimant the full amount of the hotel charges,. The agency, however, mistakenly reimbursed claimant hotel taxes on the basis of a \$72 per night hotel charge, instead of the proper \$109 per night charge. The agency refused to reimburse claimant her incurred costs of the rental car. Claimant then submitted a claim to the Board.

Claimant seeks reimbursement of the rental car charges and the tax payment for the \$109 per night stay. The agency has told the Board that it will reimburse claimant for the difference between the taxes on a \$72 per night rate and a \$109 per night rate. Consequently, the only issue presently before us is the claim for reimbursement of the rental car charges.

Discussion

It has long been the rule that when a federal traveler uses an unauthorized method of transportation, he or she may be reimbursed the incurred cost of such transportation limited by the constructive cost of the authorized, standard method of transportation. *Alfonso Diaz Del Castillo*, CBCA 2250-TRAV (June 21, 2011); *Peter C. Thurman*, GSBCA 15562-TRAV, 01-2 BCA ¶ 31,516; *Ronald D. Beeman*, 60 Comp. Gen. 38 (1980); *see also* JTR C2215-E. Here, claimant's use of the rental car was unauthorized because she did not comply with the agency's pre-conditions for its use. The JTR, however, authorizes use of taxicabs between a transportation terminal and lodging at the TDY station, JTR C-2101, and use of special conveyances to and from duty sites, lodgings, and dining facilities. JTR C2102-D. A special conveyance includes a taxicab. *See* 41 CFR 301-10.400 (2010).

Decision

Claimant is entitled to reimbursement of that portion of her incurred rental car expense not to exceed the constructive cost of: (1) round-trip transportation between claimant's hotel and the airport, and (2) taxicab fare to and from the hotel and the TDY site on March 16 and 17. Transportation to dining sites is not to be included in the constructive cost calculation because claimant could have enjoyed breakfast at the hotel's buffet station and the hotel offered courtesy vans to nearby restaurants. The matter is returned to the agency for calculation of the constructive cost and for reimbursement as stated in this decision.

ANTHONY S. BORWICK
Board Judge